

RUBBER PLANTATION INVESTIGATIONS

Exchange of notes at Port-au-Prince December 29, 1944, and January 8, 1945, with letter agreement of January 24, 1941, and supplementary agreement

Entered into force January 8, 1945

*Amended by agreement of February 3 and 11, 1948*¹

59 Stat. 1458; Executive Agreement Series 462

*The American Chargé d'Affaires ad interim to the Secretary of State
for Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 213

PORT-AU-PRINCE, HAITI, *December 29, 1944*

EXCELLENCY:

I have the honor to refer to an agreement for cooperative plantation rubber investigations which was effected by the signing of a letter dated January 24, 1941, by the Chief of the Bureau of Plant Industry, United States Department of Agriculture, and the Secretary of State for Agriculture and Labor of the Republic of Haiti, the text of which letter reads in full as follows:

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY
WASHINGTON

Office of Chief of Bureau

JANUARY 24, 1941

His Excellency

M. EDOUARD VOLEL,
Secrétaire d'Etat de L'Agriculture et du Travail,
Republique d'Haiti,
Port-au-Prince, Haiti.

MONSIEUR SECRETAIRE:

In recognition of the common interest of the Haitian Government and the Government of the United States in the development of rubber production in Latin America and the desirability that Haiti participate in this development, both for the purpose of

¹ TIAS 1771, *post*, p. 833.

developing new export crops and for developing new sources of national income, it seems possible to provide for mutually advantageous cooperation.

Discussions between representatives of the Bureau of Plant Industry and representatives of the Haitian Government have developed a basis of understanding, which is presented in the following paragraphs for your consideration. If the statement of the project and provision for carrying out the work meet with your approval, please endorse this letter in the space provided and return it to me. A photostat copy will then be sent to you for your records.

The object of these cooperative investigations is to develop and propagate high-yielding clones of rubber resistant to the South American leaf disease. Seed, budwood, and other plant materials resulting from these cooperative investigations will be shared by the co-operating agencies.

The work will be conducted at one or more stations in Haiti, preferably in the Grand'Anse valley, and at various stations of the U.S. Department of Agriculture in Central America and elsewhere.

The Haitian Government agrees that seeds from rubber trees growing in Haiti may be collected and planted at testing gardens selected in Haiti and to send supplies of the same seed lots to stations established by the Bureau of Plant Industry of the U.S. Department of Agriculture where the seedlings will be used for tests for resistance to the South American leaf disease and for propagation of high-yielding clones. Budwood from promising seedlings will then be shared, some being sent to Haitian stations for propagation and use in Haiti and some being retained by the U.S. Department of Agriculture.

The Haitian Government agrees to furnish land for a propagation nursery, preferably in the Grand'Anse valley, to be selected jointly by the Agricultural Adviser to the Haitian Government and a representative of the U.S. Department of Agriculture, which will be used for propagation of budwood that the U.S. Department of Agriculture will furnish from time to time.

To the extent to which it may be possible with the finances available from time to time, the Haitian Government agrees to cooperate in the expenses, labor, implements, and other necessary materials, facilities and resources in connection with the establishment and maintenance of the experimental plantings.

The Haitian Government agrees to prohibit the redistribution of any strains of the rubber tree furnished or developed under this agreement to cooperators, companies or other governments except to those agencies and governments in the Western Hemisphere which are willing to reciprocate by furnishing such similar material as they may have in their possession; and that this restriction shall be passed on to any other agency or government receiving material to prevent controverting the purpose of this restriction.

The Bureau of Plant Industry agrees to test the performance of seedlings derived from seeds from Haiti, to furnish the Haitian Government selected and tested budwood from time to time, to give advice and information and to furnish the services of a scientist for planning, conducting and interpreting the results of the work performed under the terms of this agreement.

The Bureau of Plant Industry also agrees to contribute to the cost of the labor, implements and other necessary material, facilities and services in connection with the establishment and maintenance of nursery or experimental plantings, to the degree that this may be necessary to implement and make effective the contributions of the Haitian Government. It also agrees to make available records of all results obtained in tests and experiments made under the terms of this agreement.

It is mutually agreed that publication of the results of these experiments may be by either party, provided that the cooperative nature of the work is recognized and a copy of the manuscript is furnished the cooperator for review previous to publication. It is understood that the obligations of the Haitian Government and the Bureau of Plant Industry are contingent upon appropriations by the Congresses of the respective countries.

The Understanding will be effective upon endorsement and will continue in effect for an indefinite period, subject to appropriations being made by the Congresses of Haiti and the

United States. It shall be subject to revision by mutual consent of the parties concerned, and either party is at liberty to withdraw upon due notice. Requests for any major changes or notifications of intention of withdrawing shall be submitted to the other party for consideration not less than 90 days in advance of the effective date desired.

Very truly yours,

E. C. AUCHTER
Chief of Bureau

EDOUARD VOLEL
*Secrétaire d'Etat de L'Agriculture
et du Travail*

As a result of practical considerations which have arisen in connection with the operation of the regional field station for rubber experimentation in accordance with the agreement mentioned above, it has been found by the authorities of the United State Department of Agriculture to be desirable that an agreement supplementary to the agreement of January 24, 1941 be entered into for the purpose of defining more clearly certain procedures affecting the sale of products grown on the lands used by the said station and in order to facilitate the continued development of rubber investigations and demonstration plantings in Haiti.

The supplementary agreement as proposed by the United States Department of Agriculture is in terms as follows:

ARTICLE I

In the sale of products, surplus to the needs of the cooperative research and recognized as the property of the Government of the Republic of Haiti, which have been grown and are now on, or which are or may be developed or cultivated as a result of rubber investigations and demonstration plantings on, the lands owned by the Government of the Republic of Haiti and provided by the Government of the Republic of Haiti for the establishment and operation by the Department of Agriculture of the United States of America of a rubber experiment station, in accordance with the letter agreement for cooperative rubber investigations in Haiti, between appropriate authorities of the Government of the United States of America and the Government of the Republic of Haiti, dated January 24, 1941, the following procedures shall be followed with respect to such sales and with respect to accounting and disbursements:

(a) Any such sale shall be made by the Secretary of State for Agriculture and Labor of the Republic of Haiti and the proceeds from any such sale shall be placed in a special account with the understanding that such proceeds shall be used for the improvement and development of the rubber experiment station, the demonstration plantings, and the lands aforesaid.

(b) The system of accounting for farm receipts and disbursements will be formulated and approved by the Secretary of State for Agriculture and Labor

of the Republic of Haiti and the local representatives in charge of rubber investigations for the Department of Agriculture of the United States of America.

ARTICLE II

This supplementary agreement shall remain in force as though it were an integral part of the aforesaid letter agreement dated January 24, 1941.

This note, together with a reply from Your Excellency indicating the approval of the Government of the Republic of Haiti, will be considered as constituting an agreement between our two Governments on the subject, it being understood that the letter agreement of January 24, 1941 became effective, in accordance with its own terms, on the date of its endorsement, and that the supplementary agreement as indicated above shall be effective as of the date of Your Excellency's reply note.

Accept, Excellency, the renewed assurances of my highest consideration.

WAINWRIGHT ABBOTT
Chargé d'Affaires ad interim

His Excellency
M. GÉRARD LESCOT,
*Secretary of State for Foreign Affairs,
Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires
ad interim*

[TRANSLATION]

DEPARTMENT OF STATE
FOR FOREIGN AFFAIRS
E.U. No. 3923

PORT-AU-PRINCE, January 8, 1945

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of the note of December 29 last, No. 213, in which, referring to the Agreement by exchange of notes, the text of which you reproduce, signed January 24, 1941, relating to the establishment of a regional station for experimental planting of rubber, you submit for approval by the Haitian Government the text, transcribed below, of a supplementary agreement for the purpose of defining more precisely certain procedures affecting the sale of products grown on the lands of the said station and of facilitating the continued development of rubber investigations and plantings:

[For text of supplementary agreement, see articles I and II, above.]

In reply, I have the pleasure to inform you that the Haitian Government gives its full adherence to this Supplementary Agreement. It is understood

that the above-mentioned note of December 29 last, No. 213, of your Embassy and the present note of this Chancellery are considered as constituting said supplementary agreement and that the latter shall be effective from today's date.

I avail myself of the opportunity to renew to you, Mr. Chargé d'Affaires, the assurances of my most distinguished consideration.

GERARD LESCOT

Mr. WAINWRIGHT ABBOTT,
Chargé d'Affaires ad interim
of the United States of America,
Port-au-Prince.